

**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT**

TO: Kellie Noe, Board President

FROM: Keller McDonald, Superintendent

DATE: June 10, 2014

**ITEM: CONSIDERATION OF APPROVAL OF PROPOSED NEW COURSES:  
MATH I (ANALY, EL MOLINO AND LAGUNA) AND MATH SUPPORT  
(ANALY AND EL MOLINO)**

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**BACKGROUND INFORMATION:**

The District must add, delete and adapt courses in the district curriculum as student needs and demands for career and college preparation change, as curriculum that is appropriate to high school changes, and as teaching approaches change. It is in the best interest of our students and communities to keep the district curriculum current with the available information, societal norms, career and college preparation trends, technology, student interests, and teaching approaches.

Board Policy 6143 defines the process to be followed in order to add new courses to the district curriculum. This policy requires that the courses of study stay consistent with the philosophy and goals of the district, and that they meet legal requirements. BP 6143 specifies that the course of study for each course taught in the district shall contain the following:

- Course title
- Brief statement of purpose of the course
- Standards of Expected Student Performance
- Course outline
- General estimate of time allocation for major course elements

In addition, BP 6143 specifies that, for new courses, the proposed course of study should also contain:

- Course justification statement
- Description of course development process
- Types and numbers of students to be served
- Number of sections to be offered
- Description of any instructor inservice needed
- Costs involved in implementing the new course
- Description of any courses and sections to be dropped and resulting cost savings

Math I is proposed as the first year of a three-year integrated math course sequence, aligned to the Common Core State Standards. Math I, II and III will integrate the curriculum previously separated into Algebra I, Geometry and Algebra II. (A proposal to make substitute Math II for the Algebra I graduation requirement will be brought to the Board at a subsequent meeting.)

Math I will be taught as the introductory math course at Analy and El Molino in fall 2014-15, and will be implemented the following year at Laguna. Math teachers will bring a course proposal for Math II to the Board to consider for implementation in 2015-16 and Math III for implementation in 2016-17. Algebra, Geometry and Algebra II will be phased out, accordingly.

Math Support is an elective course that will be taught concurrently with other math courses. It is designed to provide additional focused instruction to support student success in Math I and other subsequent math courses. Math Support earns elective credits, and does not credits that fulfill math graduation requirements.

Math I and Math Support course proposals have been submitted by Rachel Lasik, El Molino Math Department Chair, and Bonnie Thomas, Analy Math Department Chair. The course proposals are endorsed by the appropriate Department Chairs and the Principals at El Molino, Analy and Laguna High Schools.

The Board had a first reading of these proposed new courses at the May Board meeting.

**CURRENT CONSIDERATION:**

The Board will consider approval of these proposed new courses: Math I and Math Support.

**RECOMMENDATIONS:**

The administration recommends the Board approve the proposed new courses.

**ATTACHMENTS:**

Yes

## West Sonoma County Union High School District

### Request for New Course Approval

**School(s) Where Course Will Be Taught:** Analy and El Molino starting in 2014-15, Laguna starting in 2015-16

**Course Title:** Math I

**Grade Level:** 9 – 11

**Department:** Mathematics

**Credits:** 10

**Types of Students:** College Prep

**Numbers of Students to be Served:** All

**Number of Teaching Sections to be Offered:** 5 – 14 (varies year to year)

**Other Courses and Sections Impacted:** As we are transitioning to an Integrated pathway, Math I will be the new course in place of Algebra 1.

**Purpose of the Course:** Math I will be a high school graduation requirement as well as a California graduation requirement.

**Standards of Expected Student Performance:** Students will be expected to understand and apply the Common Core State Standards and the Standards for Mathematical Practices.

**Course Outline and Time Allocation:**

1-Relationship between quantities

2-Functions

3-Equations & Inequalities

4-Modeling and Analyzing Data

5-Tools & Construction

6-Rigid Motions

7-Geometric Relationships & Properties

Interwoven throughout the year will be the Standards for Mathematical Practice

**Methods of Student Evaluation:** Students will be evaluated on assignments, Performance Tasks and Testing.

**Instructional Materials:** Current Algebra 1 and Geometry texts will be used until both sites are in agreement regarding the adoption of fully developed and appropriate resources.

**Costs Involved in Implementing the New Course, and Sources of Funding These Costs:**

As this course will be taught instead of the current Algebra 1 course, there should be no extra costs involved at this time.

**New Course Request Submitted by:** Math Departments at El Molino and Analy

## West Sonoma County Union High School District

### Request for New Course Approval

**School(s) Where Course Will Be Taught:** Analy and El Molino starting in 2014-15; course may be taught at Laguna starting in 2015-16, depending on student need

**Course Title:** Math Support

**Grade Level:** 9-11

**Department:** Mathematics

**Types of Students:** Students enrolled in a college prep math course who need support to be successful in their core math class.

**Numbers of Students to be Served:** Approximately 40 students

**Number of Teaching Sections to be Offered:** 1 or 2 at each school (varies annually)

**Other Courses and Sections Impacted:** Elective courses will be affected since Math Support will be an elective math course. Students who enroll in Math Support will have one fewer elective.

**Purpose of the Course:** To encourage students to complete their A-G requirements while providing them the support they need to meet the increased challenge of a college prep curriculum.

**Standards of Expected Student Performance:** Students are expected to utilize Math Support to post a passing grade in their math course with a goal of a C or better.

**Course Outline and Time Allocation:** The course will be aligned with the curriculum of the corresponding math course. The Math Support course will be devoted to supplementing the core curriculum while simultaneously teaching study skills. The curriculum will be supplemented with instruction on basic math and algebra skills.

**Justification, Course Development Process and Funding Support:** The Math Support class was developed in order to increase the number of students completing A-G requirements and graduating college ready. Currently there is a high repeat rate in the Algebra 1 course. Math Support has been designed to provide a place for students to ask questions, increase understanding and engage in mathematical practices; increasing the likelihood of success for all students. Funding for materials and staffing will be provided by the District.

**Methods of Student Evaluation:** Students will be evaluated on their participation and work ethic, their completion of homework for their core math course, their organization,

their class readiness (bringing materials, etc.), and their completion of in-class assignments.

**Description of any Instructor Inservice Needed and Sources of Funding for this Inservice:** Site based trainings may be required to for instructional purposes. Funds from NCLB or CCSS will be used for staff development.

**Costs Involved in Implementing the New Course, and Sources of Funding:** The costs for implementing this new course include funding for two sections, funding for additional copies, and funding for supplementary instructional materials. The funding for sections is to come from District allocations; funding for additional copies could be provided by reallocating unrestricted funds or finding extra funding from Common Core allocations. Money for new instructional materials could come from Lottery allocations, general fund allocations, or Common Core allocations.

**New Course Request Submitted by:** Bonnie Thomas and Rachel Lasek, Math Department Chairs

**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT**

TO: Kellie Noe, Board President

FROM: Mia Del Prete, Human Resources Manager

DATE: June 10, 2014

ITEM: **CONSIDERATION OF APPROVAL OF PROPOSED JOB DESCRIPTION FOR WORKABILITY SPECIALIST (CLASSIFIED EMPLOYEE POSITION)**

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**BACKGROUND INFORMATION:**

Chris Archambault, certificated teacher, has served as the WorkAbility Coordinator for the District since August 2006. In February 2014, Ms. Archambault submitted her irrevocable letter of retirement, effective May 29, 2014. At the March 5, 2014, Board Meeting the Board of Education approved the WorkAbility services be eliminated under Resolution #10.MAR.2013-2014, In the matter of the reduction or discontinuance of certain Particular Kinds of Services for the 2014-2015 school year.

**CURRENT CONSIDERATION:**

Shelley Stiles, Business Manager and Mia Del Prete, Human Resources Manager met with Mark Ballard, CSEA President and Lynnette Cowsert, CSEA Vice-President to discuss the possibility of the adding the position of WorkAbility Specialist to the Classified Union. Ms. Del Prete, Human Resources Manager solicited job descriptions from other district in the county for a classified WorkAbility Specialist. Ms. Del Prete worked with Kathryn Davy, Special Education Director and Chris Archambault, WorkAbility Coordinator in developing the attached job description. The job description has been reviewed by the Shelley Stiles, Business Manager and the classified union. This job description was brought before the Board of Education as a first reading at the May 2014 Board Meeting.

**RECOMMENDATION:**

It is respectfully requested the Board of Education approve the WorkAbility Specialist job description.

**ATTACHMENTS:**

Yes

## WORKABILITY SPECIALIST

**CLASSIFICATION:** Classified

**IMMEDIATE SUPERVISOR'S TITLE:** Director of Special Education

**EVALUATOR'S TITLE:** Director of Special Education

**JOB SUMMARY:** Under general supervision of the Director of Special Education and in cooperation with the classroom teacher(s) performs the necessary duties to assist in the assigned workability areas to meet the individual needs of students.

### **ESSENTIAL DUTIES:**

- Attend all regional and state conferences.
- Allocate and manage dispersion of WorkAbility budget.
- Comply with all California Department of Education (CDE) requirements for maintaining WorkAbility grant.
- Perform all steps mandated by the U.S. Department of Labor for maintaining current certificates for all of the Special Education classroom worksites.
- Write all state required reports for the high school workability program.
- Array of services mandated by the state.
- Perform wage surveys of Sonoma County for the different types of jobs, establish the prevailing wage for each job, design and implement time studies for students and adults at each type of job, calculate wages for each student based on time study results, submit all forms and narratives to the Department of Labor before the current certificates expire, repeat process each semester.
- Prepare and submit to CDE by the deadlines, all projected and final budgets for the WorkAbility grant.
- Ability to assist students in filling out all payroll, taxes, I-9 form for their WorkAbility jobs.
- Calculate and process monthly payroll timesheets for all students participating in work program.
- Recruit private and public employers as training partners for subsidized employment.
- Recruit private and public employers to offer employment for WorkAbility students.
- Recruit additional local businesses to serve as worksites for program, both for classroom work groups and for required individual "try-out" jobs.
- Serve as a liaison between each employer and the respective student workgroup.
- Perform a detailed "task analysis" for all jobs at all worksites and track each student as she/he gains competence at each task.
- Train/job-coach/supervise/evaluate all students and staff at all worksites.
- Perform the mandated annual career assessment for each student.
- Give required vocational presentations in Special Education classrooms.
- Obtain and report to CDE specific follow-up information about all students who finished the program during the last 2 years.
- Assist District students with disabilities who will attend SRJC the following year.
- Serve as the liaison between each school and the SRJC for every stage of the students' SRJC application process.
- Facilitate the students' submission of all required paperwork to ensure their eligibility for the services of the SRJC Disability Resources Department.
- Maintain daily attendance records as required.
- Produce introductory letter to parents, Internship/job shadow request forms for businesses.
- Maintain workability file for each student.
- Maintain appropriate forms and authorizations.
- Maintain records pertaining to student/job/site placement including timecards for payroll.
- Provide pre-employment skill training to all students with an IEP.
- Prepare job shadow and job placement schedule based on employer needs and student skills.
- Arrange appropriate transportation for students.

- Design and implement curriculum in conjunction with classroom teacher.
- Administer vocational assessments and surveys in students' workability files.
- Assist students in the development of a resume, cover letter and letters of recommendation.
- Set up mock interviews with members of the business community.
- Narrative – prepare a written report that follows an outline provided by the state.
- Share workability pamphlet and newsletters with students and employers.
- Create job descriptions for new sites (with help from employer).
- Review end of semester program evaluation and make necessary changes.
- Recruit guest speakers, field trip sites, shadow/job sites.
- Prepare job shadow schedule based on:
  - a. Employer needs/wants
  - b. Student needs/wants
  - c. Student skills/abilities
- Collaboration with staff, administration and community employers.
- Knowledge of correct English usage including vocabulary, spelling, grammar and punctuation.
- Effective communication skills, both oral and written.
- Other duties as assigned.

**EMPLOYMENT STANDARDS:**

- **Training and Experience** - Knowledge of the Americans with Disabilities Act (ADA) and the Individuals with Disabilities Education Act (IDEA). A minimum of two (2) years experience working with high school aged and special education students.

**ABILITY TO:**

- Understand and carry out oral and written instruction.
  - Relate positively to students, staff and the public.
  - Read, write, spell, and make accurate arithmetic calculations.
  - Learn and follow the practices, rules, and regulations of the District and the program to which assigned.
  - Maintain the confidentiality of school related information.
  - Maintain cooperative relationships with those contacted in the course of work.
- **Physical Effort/Working Environment** – Light physical effort; occasional standing or walking; periodic handling of light weight parcels or supplies. Indoor/outdoor work environment.
  - **Licenses/Certification** -A valid Class 3 California driver's license and evidence of appropriate automobile insurance based on DMV regulations may be required.
  - **Education - Required under No Child Left Behind Act of 2001** – One of the following:
    - Completion of two years of higher education study (48 units), or
    - A.A. or B.A. degree, or
    - Passing a formal state or local academic assessment that demonstrates knowledge of and the ability to assist in teaching reading, writing, and mathematics or reading, writing, and mathematics readiness.

West Sonoma County Union High School District  
 Workyear and Hours – School Year, 7.5 hours/day  
 Classified Salary Schedule - Range 39  
 Approved:  
 Revised:



**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT**

TO: Kellie Noe, Board President

FROM: Shelley Stiles, Business Manager

DATE: June 10, 2014

ITEM: **CONSIDERATION OF APPROVAL OF DONATION FOR A NEW SCHOLARSHIP TRUST FUND**

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**BACKGROUND INFORMATION:**

Barbara Jane Land included West Sonoma County Union High School District in her Trust. In a letter from Helen Land, the Trustee, Helen writes that

*“Barbara was an extraordinary person with a love of books and botany, plants and orchids. One of the gifts she left in her trust was a gift with a very specific focus. It honors Oscar Lewis. It encourages young people coming up under the school district’s auspices to become creative people. The nurturing of young minds and their development as participant members of the larger community was important to Barbara. Having lived a part of her life at Garbro Ranch on Vine Hill Road north of Sebastopol, this is her way of giving back to the county which nourished her.”*

**CURRENT CONSIDERATION:**

The Barbara Jane Land 2009 Trust has distributed \$200,000 from the estate for WSCUHSD to hold in special reserve. In keeping with Barbara Jane Land’s wishes, the District will use these funds for the purposes established by Barbara Jane Land.

The Trust stipulates the use as follows: “...in memory of Oscar Lewis...funds are to be used for the specific purpose of establishing a college scholarship fund from which the amount of One Thousand Dollars (\$1,000) is to be given annually to two seniors graduating from Analy High School and who intends to attend college or university and to major in history or literature, with an emphasis in writing.”

Administration recommends the Board approve the donation and set up a scholarship trust fund as follows:

- A separate account within the District Scholarship Fund (Fund 73) will be established and the \$200,000 will be deposited to that account. The account will be resource code 9002, titled “Oscar Lewis Trust”, and housed at the Sonoma County Treasury.
- In future school years, beginning in 2014-15, Analy High School Administration (or designee) will identify two student candidates annually who fit the criteria listed above and award two \$1,000 scholarships. Records of the scholarship recipients will be kept on record at Analy High School.

- All interest earned on the balance in the trust fund will be added to the principal amount annually, at the end of each fiscal year.

The District recognizes and thanks Barbara Jane Land and her family for their thoughtful support of West Sonoma County Union High School District and Analy High School students. Barbara Jane Land's gift will be of great benefit to West County community for the next hundred years.

**RECOMMENDATION:**

District administration recommends the Board accept the donation for a scholarship trust account in the amount of \$200,000. The District will communicate its appreciation to the Land family.

**ATTACHMENTS:**

No

**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT**

**TO:** Kellie Noe, Board President

**FROM:** Keller McDonald, Superintendent

**DATE:** June 10, 2014

**ITEM:** **CONSIDERATION OF APPROVAL OF REVISIONS TO WEST SONOMA COUNTY SPECIAL EDUCATION AND SPECIAL SERVICES CONSORTIUM MEMORANDUM OF UNDERSTANDING FOR JULY 1, 2014 THROUGH JUNE 30, 2018**

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**BACKGROUND INFORMATION:**

The District has participated for approximately 15 years with other partner districts in the West Sonoma County Special Education and Special Services Consortium (Consortium). The Consortium organizes and delivers administrative, instructional and student support services to member districts. Our District serves as the Local Educational Agency (LEA) for the Consortium, providing business and personnel services and significant administrative and leadership support for the Consortium.

Districts enter into a Memorandum of Understanding (MOU) in order to be in the Consortium. The MOU defines the parameters under which the Consortium exists and operates, and specifies the timeframe in which the Consortium agreements shall be in effect. The MOU also establishes the specific programs, financial guidelines and means of governance for the Consortium.

The Consortium is managed by the Consortium Council, comprised of the member district superintendents or their designees. The Consortium agreement allows amendments to the MOU by a 2/3<sup>rd</sup> vote of the Consortium Council, subject to ratification by sixty percent (60%) of the Participant school boards. If a school board has not taken action within a 45 day period, it will be considered a "yes" vote for the amendment(s) approved by the Consortium Council.

On May 21, the Consortium Council recommended member districts approve changes in the West Sonoma County Special Education and Special Services Consortium MOU to reflect

- Changing conditions brought about by the Local Control Funding Formula
- Changes in Special Education Local Plan Area (SELPA) revenue distribution practices
- Changes in revenue sources Speech services to match SELPA practices
- Changes in billing for Credentialed Behaviorist
- Addition of Occupational Therapy to services potentially provided by the Consortium
- Change from February to January of the date by which member districts must submit notification of changes in participation for the next year
- Voluntary removal of Sebastopol Independent Charter School from the Consortium

**CURRENT CONSIDERATION:**

The Board will consider approving a revised Consortium MOU for 2014-2018 that includes the changes noted above.

**RECOMMENDATIONS:**

The Superintendent recommends that the Board approve the revised West Sonoma County Special Education and Special Services Consortium Memorandum of Understanding for 2014-2018 and direct the superintendent to sign the revised MOU on behalf of the District.

**ATTACHMENTS:**

Yes

**MEMORANDUM OF UNDERSTANDING**  
**SPECIAL EDUCATION AND STUDENT SERVICES CONSORTIUM**  
Between and among

FORESTVILLE UNION SCHOOL DISTRICT  
FORT ROSS ELEMENTARY SCHOOL DISTRICT  
GUERNEVILLE UNION SCHOOL DISTRICT  
HARMONY UNION SCHOOL DISTRICT  
MONTE RIO UNION SCHOOL DISTRICT  
MONTGOMERY ELEMENTARY SCHOOL DISTRICT  
OAK GROVE UNION SCHOOL DISTRICT  
~~SEBASTOPOL INDEPENDENT CHARTER SCHOOL~~  
SEBASTOPOL UNION SCHOOL DISTRICT  
TWIN HILLS UNION SCHOOL DISTRICT  
WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT

This amended Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into this 1<sup>st</sup> day of ~~July 2013- 2014~~, by and between the above listed West Sonoma County school districts. This Agreement terminates June 30, 2018 and supersedes the existing MOU between the Participant districts dated ~~May 11, 2011~~ July 1, 2013.

WITNESSETH

WHEREAS, each party to this MOU is a public school district under the jurisdiction of a Consortium Council *as* provided herein. This Agreement may refer to each party as a “Participant” and to all parties as “Participants,” and,

WHEREAS, it is to the mutual programmatic and financial benefit of the Participants herein subscribed to join together as the West County Special Education and Student Services Consortium (hereinafter “Consortium”) for the provision of specific special education and student services for the students of the Participants; and

WHEREAS, the parties desire to set forth the understanding between the Participants regarding the governance and funding of the Consortium;

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. **PARTICIPANTS.** The Participants to this Agreement are the Forestville Union School District, Guerneville Union School District, Harmony Union School District, Monte Rio Union School District, Montgomery Elementary School District, Oak Grove Union School District, Fort Ross Elementary School District, ~~Sebastopol Independent Charter School~~, Sebastopol Union School District, Twin Hills Union School District, and the West Sonoma County Union High School District.

2. **TERM.** The term of this Agreement shall commence on ~~July 1, 2013~~ 2014 and shall terminate June 30, 2018.

3. **LOCAL EDUCATION AGENCY.** West Sonoma County Union High School District shall act as the local education agency (LEA) for the West County Special Education and Student Services Consortium. The LEA shall hire staff, provide workspace and operational expenses of the central office, and provide appropriate administrative, business, budget, and personnel services as needed. Additional services shall include appropriate and regular reports to the Consortium Council related to personnel services and budget.

4. **GOVERNANCE.**

**CONSORTIUM COUNCIL**

The Consortium shall be governed by a Consortium Council comprised of the superintendents or designees of the Participants (also referred to in this Agreement as “Members”). The Consortium

Council shall meet as needed in accordance with an annual schedule to be established at the first meeting of each academic year. The Council shall select a Chairperson and Vice Chairperson at the final meeting of each academic year to serve in the subsequent academic year. A simple majority of the Consortium Council shall constitute a quorum and all Consortium Council actions shall require a majority vote of the Members present, except as otherwise specified herein. Decisions made by the Consortium Council shall not be in conflict with policies and contracts of the LEA or the local SELPA. However, the Consortium Council may make recommendations to the LEA. The LEA, in consultation with the Consortium Council, shall hire a director to coordinate the services and programs of the Consortium and shall develop an appropriate job description and responsibilities for the position.

#### CONSORTIUM DIRECTOR

The Consortium Director is employed by the LEA, and receives operational direction from the Consortium Council. The Director is evaluated with input from the Consortium Council according to LEA policy and procedures.

#### 5. FINANCE ~~The Consortium shall be funded as follows:~~

##### REVENUE

- a. Per SELPA Local Plan, the AB 602 ~~SH~~ revenue shall be calculated by SELPA with enrollment/ADA and CASEMIS data. ~~and Accounting oversight will be provided by the LEA Business Services Department and the Consortium director. Revenue for SH Special Day Class students shall be transferred directly to Consortium Fund 06.~~ Revenue for the Participants and the Consortium Fund 06 shall flow to each Participant district and the Consortium via current SELPA policies. All Participants' business managers will be given a written document specifying those students who reside in their school district and are served through the Consortium. ~~and the revenue amount that will follow each student to the Consortium Fund 06.~~
- b. ~~Revenue limit~~ Local Control Funding Formula (LCFF) dollars for students in the SH/SDC program operated by the Consortium shall be reported as ADA by district of service (the LEA or other Consortium designated district) which will maintain attendance accounting on the ~~participant's district's H8/H9 at P1 and P2 attendance reporting periods and other census dates. and as needed.~~ ~~Revenue Limit~~ LCFF dollars generated by Consortium students shall be credited to the district of residence in the year received by the Consortium LEA. The Consortium director and LEA Business Services Department will jointly provide this information to Participants' business managers at P1 and P2 attendance reporting periods and other census dates. ~~and upon request from Participants.~~

##### Speech Services

- i. ~~For non charter LEA Districts participating in speech services, AB 602 non-severely handicapped revenue for unduplicated students (speech only) served through the Consortium shall be transferred directly to the Consortium Fund 06 from SELPA. This revenue shall be calculated by SELPA in cooperation with the Consortium director and LEA Business Services based upon current year April 1 unduplicated pupil count. Revenue for non-intensive preschool students (speech only) served through the Consortium shall also be transferred directly to the Consortium Fund 06 from SELPA. This revenue is based upon current year December 1 unduplicated count.~~
- ii. ~~Charter LEAs participating in speech services will pay a yearly fee to the Consortium. That fee will be the yearly non-intensive fee set forth by the SELPA.~~

~~Revenue received for direct service school district Participants shall be applied to Nursing/Psychologist excess cost of member districts. Excess revenue will be returned at year end.~~



## BILLING

(For purposes of district billing, "P2" refers to total district ADA at P2)

Itemized billing from the Consortium Fund 06 to Consortium Participants shall be the responsibility of LEA Business Services Department, in consultation with the Consortium director, and shall be for excess costs calculated as follows:

- a. Severely Handicapped Special Day Class: For grades K-8, cost distributed based 50% upon prior year P-2 plus the Consortium K-8 ADA by district of residence, and 50% on usage. For grades 9-12, 100% based on usage.
- b. Preschool: Non-intensive and SH SDC: Cost will be distributed K-8 based on a 50/50 model with 50% of all costs being based on prior year P-2 plus the Consortium K-8 ADA by district of residence, and 50% being based on usage (number of served pre-school students from each Participant).
- c. Speech: services shall be based upon an FTE model with each Participant paying excess costs for the percentage of FTE used in the Participant district. All costs will be based upon the combined average daily rate of all speech therapists.
- d. Nursing: based upon an FTE model with each Participant paying excess costs for the percentage of FTE used in the Participant district. All costs will be based upon the combined average daily rate of all nurses.
- e. Psychologist: based upon an FTE model with each Participant paying excess costs for the percentage of FTE used in the Participant district. All costs will be based upon the combined psychologists' average daily rate of all psychologists.
- f. Administration and Support Services: based upon prior year total P2 ADA, plus the Consortium K-8 ADA by district of residence.

(Same content, different numbering on this section):

- g. Credentialed Behaviorist Behavior Support Services: For grades K-8, cost distributed based 50% upon prior year P-2 plus the Consortium K-8 ADA by district of residence, and 50% on usage. For grades 9-12, 100% based on usage. Usage will be an average of two counts: December 1 and April 1 of the current school year.  
~~A credentialed Behaviorist: based on usage, then prior year P2 ADA, plus the Consortium K-8 ADA by district of residence, for all Participant districts.~~
- h. Behavior Assistants: Participants may hire their own assistants or they may hire a behavior assistant through the Consortium. If a ~~district~~ Participant wishes to hire a behavior assistant through the Consortium, a letter of intent must be filed at the Consortium office no later than May 1 to continue services for the coming school year. Should a Participant no longer require the help of a behavior assistant the Participant shall give a 60-day notice to the Consortium and the LEA that services are no longer needed. Each Participant hiring a behavior assistant through the Consortium shall be responsible for 100% of the cost for the behavior assistant services plus the MOU indirect cost.
- i. Adaptive Physical Education (APE). Participants receiving APE services will be charged at a pro-rata share, based on usage, of the APE program costs. Usage will be an average of two counts; ~~Oct- and March~~ December 1 and April 1 of the current school year.

## OTHER FISCAL

- a. To compensate for the projected costs of post-employment health benefits for employees of the LEA assigned to positions providing Consortium services, an actuarially determined surcharge will be applied to such salary costs starting in 2008-09 with the intent to build a reserve fund for post-employment health benefits. The surcharge will be adjusted every two years thereafter according to actuarial projections. Each Participant's portion of the post-employment benefit cost will be calculated based on prior year P2, plus the Consortium K-8 ADA by district of residence. The reserve fund will remain a part of the Consortium budget and interest accrued will be added to the reserve fund. Funds from the reserve fund shall be transferred on a year-by-year basis to the LEA to cover the costs of post-employment health benefit liability for employees of the LEA assigned to positions providing Consortium services.

Individual Participant liability will extend for a five (5) year period following withdrawal from the consortium. Withdrawal from the consortium does not exempt a district from the projected post-employment costs and/or the actuarially determined surcharge.

- b. The LEA may only charge up to a 6% indirect fee or the approved California Department of Education indirect cost rate, whichever is lesser, calculated on the full Consortium expense general budget. ~~on Fund 06 (the consortium's general budget).~~ No indirect fee may be charged on the post-employment health benefit fund.
- c. Participants shall maintain the equivalent of 3% of their special education and student services Consortium expenses in reserve in their district budgets.
- d. Participants housing Consortium special day classes shall receive \$5,000.00 per classroom, per school year to offset the cost of custodial services, maintenance, utilities, and property insurance. The cost shall be distributed based on a 50/50 model: Prior Year P-2, plus the Consortium K-8 enrollment ADA by district of residence, and usage. The room usage fee will be paid in two installments; one at the end of each semester. Any changes in a rental agreement must be approved by the Consortium Council.

6. LIABILITY AND INSURANCE. Except as otherwise provided by individual contract, pursuant to the provisions of Government Code section 895 et seq., the Participants are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the Participants or upon the Consortium or its LEA for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. If a Participant to this Agreement or the Consortium or its LEA is held liable upon any judgment for damages or through resolution of a claim caused by such an act or omission, or resolves a related claim at a cost to the Participant, Consortium or LEA, such Participant or the Consortium or its LEA is entitled to contribution from each of the other Participants on a pro-rata amount based upon the prior year total P2 ADA, plus the Consortium K-8 ADA by district of residence. Notwithstanding the foregoing, each Participant is solely responsible for any and all liability or cost arising from its acts or omissions in circumstances within its sole control, including, but not limited to, inappropriate placement of a student or a dangerous condition on the participant's property, and shall defend, indemnify and hold harmless the other Participants, including the lead agency, their governing boards, employees and agents, against any and all such claims or legal actions, except to the extent such liability or costs arises from the contributory negligence or willful misconduct of another Participant.

- a. All Participants under this Agreement shall provide and maintain a comprehensive liability policy, liability coverage through RESIG, or the equivalent, which shall include general liability, acts or omissions arising out of negligence, bodily injury, automobile liability, and property damage. This policy and/or coverage shall name the Consortium, its Participants and their respective employees, agents, and officers as an insured.
- b. Any Participant operating programs on behalf of other Consortium Participants under this Agreement shall provide and maintain in full force and effect a workers' compensation insurance



and employer's liability policy, or evidence of a certification of permission to self-insure issued by the Department of Industrial Relations, Administration of Self-Insurance, Sacramento, California.

- c. The LEA may bill Participants for the actual cost of liability insurance for employees of the LEA assigned to positions providing Consortium services. The LEA may incorporate into this billing the actual cost of the "experience modifier" applied by the insurance carrier to the LEA's base insurance rate, if the "experience modifier" attributed to the employees assigned to positions providing Consortium services is higher than the "experience modifier" for the LEA calculated without those employees. The LEA will bill Participants for the liability insurance cost using the 50/50 model.

7. SERVICES. Services through the Consortium may include, but not be limited to Special Day classes (SH and Preschool); case management; Designated Instructional Services (DIS) including Speech/Language, Adaptive Physical Education, Nursing, Psychologist, **Occupational Therapist**, and Positive Behavior Program. (See AMENDMENT A for exclusions).

~~The Consortium will assist in coordination and student placement in Participant-operated LH/SDC classes. In accordance with the guidelines of the Sonoma County SELPA Special Education Student Movement Between Local Education Agencies document (see IEP Placement in a Regional Program—page 7); District LH/SDC program operators serving Consortium students from outside the district shall receive funding (as set forth in the agreement between the district of residence and the regional program operator) from participating districts for the actual excess costs of operating a LH/SDC class(es) according to the division of total costs based on numbers of students served for each district.~~

- a. All new Consortium positions and/or employees shall be authorized by the Consortium Council and will be recommended to the LEA for employment by the LEA.
- b. All Consortium Participants may employ behavior assistants for specifically identified Severely Handicapped (SH) and Full Inclusion (FI) students.
- c. Participant requests for changes in the level of service for any program shall be given to the Consortium Council by ~~February 1<sup>st</sup>~~ **January 15<sup>th</sup>** of the preceding school year.
- d. In the event the Consortium is unable to deliver service due to inadequate staffing, the Consortium Director will inform school staff and parents as appropriate. Such notification letter will be sent within 10 working days.
- e. Participant districts may not employ individuals employed by the LEA in positions assigned to provide Consortium services without the prior approval of the Consortium Council.

8. LEGAL FEES

- a. Consortium legal services: During the course of operation it is anticipated that the Consortium will need legal services either to address particular questions and/or to receive training on special education laws, case rulings and best practices from a legal perspective. Accordingly, the LEA shall contract, separately from the Participant districts, for 5 (five) hours of legal service per fiscal year for the Consortium. The Consortium Council may authorize additional hours as needed. Only the Consortium Director or the LEA superintendent and their designee shall be able to approve use of such retained hours.
- b. Use of legal services:
  - 1) Legal services are to be used in a preventative/proactive approach—in other words, if possible, before a dispute develops. Questions may be initiated from the site administrator, consortium teachers as well as from other staff. All questions should be directed to the Consortium Director. The Director may directly or otherwise designate a staff member to

seek legal counsel for a particular situation. However, it is expected that the Director shall seek initial assistance from the SELPA Director or other SELPA staff as appropriate.

- 2) Legal services may also be used to address legal concerns of the Consortium, other than special education, such as personnel, contracts, etc. The Consortium pool of hours shall be paid for by the Consortium Members on a pro-rata amount based upon the prior year total P2 ADA, plus the Consortium K-8 ADA by district of residence.
- c. Legal services for particular due process cases are the responsibility of the district of residence.
- 1) In the event that two or more Participants are respondents in a special education dispute, those Participants shall meet to determine how to allocate potential expenses which may include, but are not limited to, the following:
    - i. Attorney fees for parent,
    - ii. Compensatory services,
    - iii. Increased cost of FAPE,
    - iv. Outside assessment fees and other reimbursements, and
    - v. Attorney fees for involved school agencies.
  - 2) When two or more Participants are involved in the litigation, each party may select its own separate legal counsel at its own expense. Alternatively, the Participants may choose to share attorney services in such case, provided there is no conflict of interest barring such joint representation, and shall be directly billed for such shared services as mutually agreed upon.
- d. Uniform complaints filed against a Member that require internal investigation: Based on the nature of some complaints, the state requires that a school district conduct an internal review. In those situations, the named district shall be responsible for undertaking the review and issuing a report. Consortium staff shall cooperate fully in the review and investigation of the matter and may consult with the named Participant in developing an appropriate response. To the extent that the complaint actually involves allegations of non-compliance by the Consortium, the named Participant may seek reimbursement for some or all of its legal expenses from the Consortium.

9. SEVERABILITY. If any portion, term, condition or provision of the Agreement is found to be in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions and provisions of the Agreement shall continue to be valid.

10. AMENDMENTS. This Agreement may be amended by a 2/3<sup>rd</sup> vote of the Consortium Council, subject to ratification by sixty percent (60%) of the Participant school boards, provided that any amendment must further the purpose of this Agreement. Any such amendment shall be effective on the date of its approval by the sixty percent (60%) of the Participant school boards. If a school board has not taken action within a 45 day period, it will be considered a "yes" vote for the amendment(s) approved by the Consortium Council.

11. CONTRACTUAL OBLIGATION.

- a. This Agreement shall constitute a contract among the Participants. Its terms may be enforced by any of the Participants in any court. The mutual promises and agreements in this Agreement constitute the consideration for the duties imposed upon each Participant.
- b. Except to the extent of the financial contributions expressly agreed to in this Agreement, no Participant agrees to be held responsible for any claims in tort or contract made against any other Participant(s). The contracting parties expressly deny the creation of any relationship of surety, indemnification or responsibility for the Participants except as specifically set forth in this Agreement.

12. GOVERNING LAW. This Agreement is made and entered into in the County of Sonoma, State of California.

13. SUCCESSORS AND ASSIGNS. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.
14. REPRESENTATION BY COUNSEL. Multiple Participants to this Agreement are currently advised and represented by School and College Legal Services of California (“SCLS”), and the Superintendent of each Participant listed above has executed a conflict waiver, consenting to joint representation by SCLS for drafting this Agreement. Each Participant is advised that it may seek independent legal counsel to review this Agreement on its behalf. In the event of any dispute arising between two or more Participants, it is understood that SCLS must withdraw and may not represent any of the parties to that dispute with respect to that dispute.
15. DISPOSITION OF ASSETS UPON TERMINATION. In the event of the complete termination of this Agreement by all Participants, assets shall be disposed of as the Members shall then determine. The objective of the disposition shall be to return to each Participant an amount proportionate to its contribution which shall be done over a time period so as not to interrupt the successful operation of the Consortium programs and services.
16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.
17. WITHDRAWAL FROM CONSORTIUM/MOU AGREEMENT. Withdrawing from the Consortium is the same as withdrawing from this MOU/Agreement. Should a Participant wish to discontinue Consortium membership, it must notify the Consortium Director in writing no later than December 31 of the school year preceding the withdrawal. Receipt of such notification will automatically cause the requesting Participant district to withdraw from the Consortium effective July 1 the following calendar year.
18. OUTSOURCING OF CONSORTIUM SERVICES. The Consortium may consider offering Consortium services to non-member districts or parties. The cost for said contracted services shall be equal to 115% of the average cost of that specific service (e.g. psychologist) for Participant districts.
19. CREDIT TO CONSORTIUM DISTRICTS NOT RECEIVING SPEECH OR OTHER CONSORTIUM SUPPORT SERVICES. Should the Consortium be unable to meet its program service obligations for a specific district (e.g. speech) that Participant district shall not be billed for the unfulfilled services.
20. FAILURE TO MAKE EXCESS COST PAYMENTS. Should a Participant fail to make an excess cost payment to the Consortium in a timely manner (within 90 days of invoice), the LEA may assess a penalty of 5% of the outstanding balance.
21. READMITTANCE AS CONSORTIUM MEMBER. Should a former Participant district who elected to become a non-member, wish to be readmitted as a Consortium Participant, said district shall complete a “Readmittance Application” and submit to the Consortium Director no later than March 1 of the school year prior to seeking readmission. Readmittance approval shall be by a 2/3<sup>rd</sup> majority vote of the Consortium Council including a re-admittance fee of \$15,000.

APPENDIX A

APPENDIX TO THE MEMORANDUM OF UNDERSTANDING FOR THE WEST COUNTY SPECIAL EDUCATION AND STUDENT SERVICES CONSORTIUM.

Beginning July 1, ~~2013~~ 2014:

- a) Exclusions:
  - 1) Sebastopol Union School District is not a participant for speech and psychologist services.
  - 2) Forestville Union School District is not a participant for psychologist services.
  - 3) Oak Grove Union School District is not a participant for psychologist services.
  - ~~4) Sebastopol Independent Charter is not a participant for psychologist services.~~

See section 7d for information regarding changes to the exclusions.

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed as of the date first written above.

FORT ROSS ELEMENTARY SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

FORESTVILLE UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

GUERNEVILLE UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

HARMONY UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

MONTE RIO UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

MONTGOMERY ELEMENTARY SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

OAK GROVE UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

~~SEBASTOPOL INDEPENDENT CHARTER SCHOOL~~

~~By \_\_\_\_\_~~

~~Date \_\_\_\_\_~~

SEBASTOPOL UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

TWIN HILLS UNION SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

WEST SONOMA COUNTY UNION HIGH SCHOOL  
DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

Final Agreement Approved By Consortium Participant Superintendents  
Local School Boards of Participants Will Review and Ratify Agreement

Ratified by LEA School Board: \_\_\_\_\_ (date)

**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT**

TO: Kellie Noe, Board President

FROM: Jennie Bruneman, Director of Maintenance and Operations

DATE: June 10, 2014

ITEM: **CONSIDERATION OF APPROVAL OF SURPLUS PROPERTY  
DECLARATION – MAINTENANCE & OPERATIONS  
EQUIPMENT**

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**BACKGROUND INFORMATION:**

Board Policy 3270 allows the School Board to direct the Superintendent or designee to arrange to sell or dispose of District property, in accordance with Board policy and state law, which is unusable, obsolete, or no longer needed by the District.

**CURRENT CONSIDERATION:**

Staff is requesting the following items from the Maintenance and Operations inventory be declared as surplus.

**Item 1 - 2008 Ford Ranger (District) VIN: 1FTYR14D38PA16384**

This vehicle was involved in a car accident; the insurance company totaled the vehicle and provided the District with the check for the value of the vehicle. That value was \$13,328.00, approximately \$11,000 of those funds are available for the purchase of new equipment and or a vehicle for the maintenance department.

**Proposed disposition** – Send to the metal recycler

**Item 2 – Kohler Mower (El Molino) Serial # 2817750031 District Tag 003376**

This mower is estimated to be 18 years old and has been non operational for approximately 10 years. The District has attempted to make repairs and those repairs have been unsuccessful.

**Proposed disposition** – Send to the metal recycler

**Item 3 – EZ GO Golf Cart (El Molino) Serial # 370336**

The golf cart is estimated to be 10 years old and the parts to make repairs are no longer available.

**Proposed disposition** – Send to the metal recycler

**RECOMMENDATION:**

The School Board is respectfully requested to approve the Surplus Property Declaration.

**ATTACHMENTS:**

Yes

# WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT/SURPLUS EQUIPMENT DECLARATION

## A. SCHOOL/DEPARTMENT DATA

Name of School/Department: <b>Maintenance &amp; Operations</b>	Signature/Date of Person Receiving Equipment:
Name/Title of Person To Contact for information: <b>Jennie Bruneman/Director of Maintenance &amp; Operations</b>	Number of Pieces/Boxes Received in Shipment:
Building/Room Number which Equipment was Assigned:	Report File:

## B. DISTRICT DATA

**El Molino Maintenance Yard and District Office**

## C. LIST OF SURPLUS EQUIPMENT

Item #	Condition	Description	Unit Per	Total No. of Units	Estimated Value Per Unit	Total Estimated Price	District Use Only Asset #	District Use Only Disposition Code
1	C	2008 Ford Ranger XL VIN#1FTYR14D38PA16384	1	1	0.00	0.00	NA	
2	C	Kohler Mower Serial # 2817750031	1	1	0.00	0.00	003376	
3	C	EZ GO Golf Cart Serial # 370336	1	1	0.00	0.00	NA	

D.  **Authorized Signature**

## Code/Description

- A. Fair- Equipment that is usable without repair but is somewhat worn or deteriorated and my need repair.
- B. Poor - Equipment that is usable but is considerably worn or deteriorated. The remaining utility is nil or major repair will be required
- C. Unusable - cannot be repaired

## E. DISTRICT DISPOSITION

Method of Disposal: <b>Local Recycler</b>	Signature: 
	Date: <b>6-4-14</b>